(2) *For the Krishnarajendra Hospital, Mysore.*—

1. Lokahitaishi H. Nanjundaraj Urs *(Convener).*
2. Mr. M. Venkatakrishnaiya.
3. Mr. Aga Mahomed Abbas Shustry, Maharaja's Coll
4. Mr. H. C. Dasappa, Advocate, Mysore.
5. The President, City Municipal Council, Mysore.

Mysore.

R. JGA RAO,
General Secretary to Government.

Rules for Sale of Standing Timber, Fuel and Bamboos.

READ—

Correspondence ending with letter No. 1860-26, dated the 19th ber 1927, from the Conservator of Forests in Mysore, submitting for approval, draft rules for the sale of timber and fuel trees and bamboos.

ORDER NO. G. 6868—FT. 237-26-6, DATED 19TH DECEMBER 1927.

Government are pleased to approve of the rules as appended to this order.

R. RAGA RAO,
General Secretary to Government.

AUCTION SALE OF TIMBER IN HIGH FORESTS.

MYSORE FOREST DEPARTMENT.

.....District.

SALE OF TIMBER TREES.

No. Bangalore, dated the..... 19

NOTIFICATION.

It is hereby notified for general information that the right to cut and remove the following timber trees enumerated, numbered and marked for felling in the undermentioned coupes of the State Forests in the .....District for the year , will be sold by public auction by the District Forest Officer or any other Officer deputed by him on the dates and places and subject to the conditions mentioned below:-

The sale will commence at 2 P.M. precisely, on each day and be subject to the confirmation of the District Forest Officer in case of bids of Rs. 500 and below and of the Conservator of Forests in other cases.

N. B.—It should be clearly noted that the contractor should make his own arrangements for the removal of timber in the coupes and that the Forest department will not undertake any responsibility in matter of opening roads, etc.

2. Departmental elephants can be hired, when available for dragging timber, on payment of a hire of Rs. 6 per male and Rs. 5 per female elephant per day of six hours, rations to the elephants being supplied by the hirer at his own cost.

Each bidder shall before he is permitted to bid be required to furnish a solvency certificate as under the tangadi sale rules and deposit a sum of Rs. 100 (one hundred) as earnest money with the officer conducting the sale ; the deposit will be returnable to him at the close of the sale, if his bid is not accepted. The person whose bid is accepted, shall immediately after the close of the sale pay 25 per cent of the amount less the deposit already paid, failing which, the right will be resold or worked by the department at the risk of the defaulting bidder. He will be liable for the loss, if any, that may result by such resale or departmental working, which will be recoverable from him as arrears of land revenue, but he shall not participate in any gain.

3. Defaulters to the department will not be allowed to bid at the sale.

4. The standing timber will be sold in terms of cubic feet (*i.e.*, the bidders will have to bid at so much per c.ft. of timber).

5. Power is reserved to the District Forest Officer or such other officer conducting the sale as may be deputed by the District Forest Officer to accept or reject any bid without assigning any reason therefor.

6. Within a week from the date of intimation regarding the confirmation of the sale, the person whose bid is accepted, shall deposit a sum of Rs. 100 (one hundred) or

25 per cent of the amount, whichever is less, for each coupe as security towards the due fulfilment of his contract. He shall also pay within that period the remaining 75 per cent of the contract amount due by him and shall execute an agreement, on a stamped paper of proper value accepting the above terms and the terms specified below, failing which, the amount already paid will be forfeited to Government and the produce resold or worked by the department at his risk as noted in clause (2) *supra*. The security deposit or the balance thereof may remain over shall be repayable to the contractor on his producing proof relieving him of any liability under the contract.

The following are the further conditions to which the contractor should bind himself:—

(*a*) That he shall fell and remove the timber purchased by him before the 15th June 19 .

(*b*) That he shall make the fellings of the trees in consecutive order as they are marked without picking or choosing and without causing damage to the standing growths.

(*c*) He shall fell the trees he has purchased and dress the logs on the spot, and shall not remove such logs as the District Forest Officer may declare to be unsound and unfit for sale without recourse to sawing. The District Forest Officer's decision regarding the over-dressing of logs shall be final and the contractor shall pay such amount for wastage as may be fixed by the Forest Officer.

(*d*) Only saws shall be used for cutting up the logs into the required lengths and only white wood, knots and flutes shall be removed while dressing the timber so that no unnecessary waste shall be caused.

(*e*) He shall bind himself to pay in advance the value of the minimum quantity of timber to be fixed by the District Forest Officer and shall remove all the saleable portions of a tree either in logs, pieces or poles.

(*f*) He will not be eligible for any refund of advance revenue if the minimum quantity so fixed is not removed, but any excess quantity removed shall be paid for at auction rates.

(*g*) No timber prepared out of any tree shall be removed unless it is measured and stamped at the stump by the Range Officer or such other officer as the District Forest Officer may authorise and until it is duly paid for.

(*h*) Each consignment of timber shall be covered by a passport issued by the Range Officer or any other officer deputed by the District Forest Officer in that behalf.

(*i*) He shall abide by the rules of the department as regards the kindling and shall hold himself responsible for any forest offences committed by his agents, employees or workmen.

(*j*) In case any tree other than the one bearing the departmental stamp or a tree that has not been purchased is felled, he shall pay a fine not exceeding Rs. 15 for each such tree.

(*k*) That operations shall take place in the forest after sunset and before sunrise.

(*l*) He shall not sublet the contract to anybody except with the written permission of the District Forest Officer.

(*m*) He shall have no right whatsoever over the coupe and over the timber that may be left unremoved in any of the coupes, after the 30th June 19 .

(*n*) He shall maintain a register in the form prescribed by the District Forest Officer showing the number of trees felled and the outturn of timber in cubic feet of each of them and shall keep it open for the examination of Forest Officers of the grade of guards.

(*o*) In case of any breach of any of the conditions of the contract by the contractor or his agents, the contract shall be void at the option of the District Forest Officer and that the latter may, after issuing to the contractor a notice of cancellation of contract enforce forfeiture of all or any part of the deposit and resell the right or work it departmentally at the risk of the contractor as in clause (2) *supra*. If the deposit or part thereof is so forfeited, it shall be immediately made good by the contractor.

District Forest Officer.

TIMBER IN POLE FORESTS.

FOREST DEPARTMENT.

.....DISTRICT.

SALE OF TIMBER TREES.

No. Bangalore 19 .

NOTIFICATION.

It is hereby notified for general information that the right to cut and remove the timber trees in the undermentioned coupes of the State Forests in the.....District for the period from.....19 to the 15th June 19.., will be sold by public auction by the District Forest Officer or any other officer deputed by him on the dates and places and subject to the conditions mentioned below:—

The sale will commence at 2 P. M. precisely, on each day and will be subject to the confirmation of the District Forest Officer in case of bids of Rs. 500 and below and of Conservator of Forests in other cases.

Name of Range	Name of Forest	Name of Working Circle	Name of Felling Series	Coupe number and year	Area in acres	Place of sale		Distance from nearest Railway Station

N. B.—It should be clearly noted that the contractor should make his own ngements for the removal of timber from the coupes and that the Forest Department will not une any responsibility in the matter of opening roads etc.

2. Each bidder shall, before he is permitted to bid, be required rnish a solvency certificate as under the tangadi sale rules and deposit a sum of Rs 00 (rupees one hundred only) as earnest money with the officer conducting the sale. deposit will be returnable to him at the close of the sale, if his bid is not accepted. person whose bid is accepted shall immediately after the close of the sale pay 25 cent of the bid amount less the deposit already paid, failing which, the right will be ld or worked by the department at the risk of the defaulting bidder. He will be liable the loss, if any, that may result by such resale or departmental working which will ecoverable from him as arrears of land revenue, but he shall not participate in any ga le.

3. Defaulters to the department will not be allowed to bid at th

4. The standing timber except those reserved by the department l be sold either by cubic feet (*i.e.*, the bidders will have to bid at so much per cubic of timber) or for a lumpsum amount for the whole coupe.

5. Power is reserved to the District Forest Officer or such other icer conducting the sale as may be deputed by the District Forest Officer to accept reject any bid without assigning any reason therefor.

6. Within a week from the date of intimation regarding the rmation of the sale the person whose bid is accepted shall deposit a sum of Rs. 100 e hundred) or 25 per cent of the sale amount whichever is less for each coupe as s ity towards the due fulfilment of his contract. He shall also pay within that period t emaining 75 per cent of the contract amount due by him and shall execute an agreem on a stamped paper of proper value accepting the above terms and the terms spec l below, failing which, the amount already paid will be forfeited to Government and produce resold or worked by the department at his risk as noted in clause (2) *supra*. security deposit or the balance thereof as may remain over shall be repayable to t ontractor on his producing proof relieving him of any liability under the contract.

The following are the further conditions to which the con or should bind himself:—

marked on the area intact along with all the trees less than one foot in girth, trees yielding minor forest produce and all trees, shrubs and thorny growths that are coming up within a radius of six feet from the sandal trees and saplings.

(*c*) That if any standard trees or other trees and saplings to be preserved on the area are cut, he shall pay a fine not exceeding Rs. 10 per tree.

(*d*) That no timber prepared out of any tree shall be removed unless it is measured and stamped at the stump by the Range Officer or such other officer as the District Forest Officer may authorise and until it is duly paid for.

(*e*) That each consignment of timber shall be covered by a passport issued by the Range Officer or any other officer deputed by the District Forest Officer in this behalf of

(*f*) That he shall abide by the rules of the department as regards the kindling. fires and shall hold himself responsible for any forest offences committed by his agents, employees or workmen.

(*g*) That he shall not effect any forest operation in the forest after sunset and before sunrise.

(*h*) That he shall not sublet the contract to any body except with the written sanction of the District Forest Officer.

(*i*) That he shall have no right whatsoever over coupe and over the timber paid for but left unremoved in any of the coupes after the 30th June 19.....

(*j*) That he shall maintain a register in the form prescribed by the District Forest Officer showing the number of trees felled and the outturn of timber from each of them and shall keep it open for the examination of Forest Officers above the grade of guards.

(*k*) That for any breach of any of the conditions of the contract by the contractor or his agents the contract shall be void at the option of the District Forest Officer and that the latter may after issuing to the contractor a notice of cancellation of contract, enforce forfeiture of all or any part of the deposit and shall resell the right or work it departmentally at the risk of the contractor as noted in clause (2) *supra*. If the deposit part thereof is so forfeited, it shall be immediately made good by the contractor.

District Forest Officer.

MYSORE FOREST DEPARTMENT.

.....District.

SALE OF DRY TIMBER AND LOPS AND TOPS.

No. Bangalore.....19

NOTIFICATION.

It is hereby notified for general information that the right of collecting and removing all the dry, dead and fallen timber including the lops and tops of the trees in the exploited coupes available in the following forests of the .....District, for the year 19..—19...., will be sold by public auction by the District Forest Officer or any other officer deputed by him on the dates and places and subject to the conditions mentioned below:—

The sale will commence at 2 P.M. precisely, on each day and will be subject to the confirmation of the District Forest Officer in case of bids of Rs. 500 and below and of the Conservator of Forests in other cases.

Name of				Description of coupes	Timber approximate quantity available		Place of sale	Date of sale	Remarks
Range	Forest	Working Circle	Felling series		Teak	Other kinds			

2. Each bidder shall, before he is permitted to bid be required to furnish a solvency certificate as under the tangadi sale rules and deposit a sum of Rs. 100 (one hundred) as earnest money with the officer conducting the sale; the deposit will be returnable to him at the close of the sale, if his bid is not accepted. The person whose bid is accepted, shall immediately after the close of the sale pay 25 per cent of the bid amount less the deposit already paid, failing which, the right will be resold or worked by the department at the risk of the defaulting bidder. He will be liable for the loss, if any, that may result by such resale or departmental working which will be recoverable from him as arrears of land revenue, but he shall not participate in any gain.

3. Defaulters to the department will not be allowed to bid at the sale.

4. The timber will be sold in terms of cubic feet (*i. e.*, the bidders will have to bid at so much per cubic foot of timber).

5. Power is reserved to the District Forest Officer or such other officer conducting the sale as may be deputed by the District Forest Officer to accept or reject any bid without assigning any reason therefor.

6. Any person bidding at the sale may be required by the officer conducting the sale to state whether he is bidding on his own behalf or as an agent and in the latter case to produce a written authority signed by the Principal.

7. Within a week from the date of intimation regarding the confirmation of the sale, the person whose bid is accepted shall deposit a sum of Rs. 100 (one hundred) or 25 per cent of the sale amount, whichever is less, for each coupe as security towards the due fulfilment of his contract. He shall also pay within that period the remaining 75 per cent of the contract amount due by him and shall execute an agreement on a stamped paper of proper value accepting the above terms and the terms specified below, failing which, the amount already paid will be forfeited to Government and the produce resold or worked by the department at his risk as noted in clause (2) *supra*. The security deposit or the balance thereof as may remain over shall be repayable to the contractor on his producing proof relieving him of any liability under the contract.

The following are the further conditions to which the contractor should bind himself:—

(*a*) That he shall collect and remove the timber purchased by him before the 15th June 19....

(*b*) That he shall furnish the Range Officers concerned with a list of agents and workmen who will be employed by him in the forest for extraction of timber.

(*c*) That he shall bind himself to pay in advance the value of the minimum quantity of timber to be fixed by the District Forest Officer and shall remove all marketable portions either in logs, pieces or poles.

(*d*) That he will not be eligible for any refund of advance revenue if the minimum quantity fixed is not removed, but any excess quantity removed shall be paid for at auction rates.

(*e*) That no timber prepared in the coupe shall be removed unless it is measured and stamped at the stump by the Range Officer or such other officer as the District Forest Officer may authorise and until it is duly paid for.

(*f*) That each consignment of timber shall be covered by a passport issued by the Range Officer or any other officer deputed by the District Forest Officer in this behalf.

(*g*) That he shall abide by the rules of the department as regards the kindling of fires and shall hold himself responsible for any forest offences committed by his agents, employees or workmen.

(*h*) That he shall not sublet the contract to anybody except with the written sanction of the District Forest Officer.

(*i*) That no timber operation shall take place in the forest after sunset and before sunrise.

(*j*) That he shall have no right whatsoever over the coupe and over the timber paid for but left unremoved in any of the coupes after the 30th June 19....

(*k*) That he shall maintain a register in the form prescribed by the District Forest Officer showing the quantity of timber of each kind collected and shall keep it open for the examination of Forest Officers above the grade of guards.

(*l*) That for any breach of any of the conditions of the contract by the contractor or his agents the contract shall be void at the option of the District Forest Officer and that the latter may after issuing to the contractor a notice of cancellation of contract enforce forfeiture of all or any part of the deposit and shall resell the right or work it departmentally at the risk of the contractor as in column (2) *supra*. If the deposit or part thereof is so forfeited it shall be immediately made good by the contractor.

District Forest Officer.

MYSORE FOREST DEPARTMENT.

.....District.

SALE OF FUEL TREES.

No. *Dated.....19*

NOTIFICATION.

It is hereby notified for general information that the right to cut and remove fuel trees in the undermentioned coupes in the following State Forests of .....District for the year 19..—19....,will be sold by public auction by the District Forest Officer or any other officer deputed by him on the date and places and subject to the conditions mentioned below:—

The sale will commence at 2 P.M. precisely, on each day and will be subject to the confirmation of the District Forest Officer in case of bids of Rs. 500 and below and of the Conservator of Forests in other cases.

Name of Range	Name of Forest	Name of Working Circle	Name of Felling Series	Coupes Number and year	Area in acres	Place of sale	Date of sale	Distance from nearest Railway Station

N.B.—It should be clearly noted that the contractor should make his own arrangements for the removal of fuel from the coupes and that the Forest Department will not undertake any responsibility in the matter of opening of roads, etc.

2. Each bidder shall before he is permitted to bid be required to furnish a solvency certificate as under the tangadi sale rules and deposit a sum of Rs. 50 (rupees fifty) as earnest money with the officer conducting the sale; the deposit will be returnable to him at the close of the sale if his bid is not accepted. The person whose bid is accepted shall immediately after the close of the sale pay 25 per cent of the bid amount less the deposit already paid, failing which, the right will be resold or worked departmentally at the risk of the defaulting bidder. He will be liable for the loss, if any, that may result by such resale or departmental working which will be recoverable from him as arrears of Land Revenue, but he shall not participate in any gain.

3. Defaulters to the department will not be allowed to bid at the sale.

4. All fuel yielding trees except those reserved by the department will be sold for a lumpsum amount for the whole coupe.

5. Power is reserved to the District Forest Officer or such other officer conducting the sale as may be deputed by the District Forest Officer to accept or reject any bid without assigning any reason therefor.

6. Within a week from the date of intimation regarding the confirmation of the sale the person whose bid is accepted, shall deposit a sum of Rs. 50 (fifty) or 25 per cent of the sale amount whichever is less for each coupe as security towards the due fulfilment of his contract. He shall also pay within that period the remaining 75 per cent of the contract amount due by him and shall execute an agreement, on a stamped paper of proper value, accepting the above terms and the terms specified below, failing which, the amount already paid will be forfeited to Government and the produce resold or worked departmentally at his risk as noted in clause (2) *supra*. The security deposit or the balance thereof as may remain over shall be repayable to the contractor on his producing proof relieving him of any liability under the contract.

The following are the further conditions to which the contractor should bind himself.

(*a*) That he shall fell and remove the fuel trees purchased by him before the 15th June 19..

(*b*) That he shall make the fellings of the trees in a methodical manner from one side of the coupe coppicing the stumps of the trees felled leaving the standard trees marked on the area intact along with all the trees less than one foot in girth, trees yielding Minor Forest Produce and all trees, shrubs and thorny growths that are coming up within a radius of six feet from sandal trees and saplings.

(*c*) That each consignment of fuel shall be covered by a passport issued by the Range Officer or any other officer deputed by the District Forest Officer in this behalf.

(*d*) That if any tree, shrub or growth reserved by the department as noted in clause (*b*) *supra* is cut he shall pay a fine not exceeding Rs. 10 per tree.

(*e*) That he shall abide by the rules of the department as regards the kindling of the fires and shall hold himself responsible for any forest offences committed by his agents, employees or workmen.

(*f*) That no operation shall take place in the forest after sunset and before sunrise.

(*g*) That he shall not sublet the contract to anybody except with the written sanction of the District Forest Officer.

(*h*) That he shall have no right whatsoever over the coupe and over the fuel paid for but left unremoved in any of the coupes, after the 30th June 19.....

(*i*) That he shall maintain a register in the form prescribed by the District Forest Officer showing the number of trees felled and the outturn of fuel resulting therefrom and shall keep it open for the examination of Forest Officers above the grade of guards.

(*j*) That for any breach of any of the conditions of the contract by the contractor or his agents, the contract shall be void at the option of the District Forest Officer and that the latter may, after issuing to the contractor a notice of the cancellation of the contract enforce forfeiture of all or any part of the deposit and shall resell the right or work it departmentally at the risk of the contractor as in clause (2) *supra*. If the deposit or part thereof is so forfeited, it shall be immediately made good by the contractor.

District Forest Officer.

MYSORE FOREST DEPARTMENT.

.....District.

SALE OF BAMBOOS.

NOTIFICATION.

Dated.....*19* .

It is hereby notified for general information that the right of collection and removal of bamboos in the undermentioned forests of the.....District for the year 19....—19 , will be sold by public auction by the District Forest Officer or any other officer deputed by him on the dates and places and subject to the conditions mentioned below:—

The sale will commence at 2 P. M. precisely, on each day and will be subject to the confirmation of the District Forest Officer in case of bids of Rs. 500 and below and of the Conservator of Forests in other cases.

Name of Range	Name of Forest	Description of block	Minimum quantity to be purchased		Place of sale	Date of sale	Remarks
			Big bamboos	Small bamboos			

N. B.—It should be clearly understood that the contractor shall make his own arrangements for the removal of bamboos, etc.

2. Each bidder shall, before he is permitted to bid, be required to furnish a solvency certificate as under the tangadi sale rules and deposit a sum of Rs. 50 (fifty) as earnest money with the officer conducting the sale. The deposit will be returnable to him at the close of the sale if his bid is not accepted. The person whose bid is accepted shall immediately after the close of the sale pay 25 per cent of the bid amount less the deposit already paid together with the local cess at....., railway cess at..... and education cess at.....per rupee on the full sale amount, failing which, the right will be resold or worked by the department at the risk of the defaulting bidder. He will be liable for the loss, if any, that may result by such resale or departmental working, which will be recoverable from him as arrears of land revenue, but he shall not participate in any gain.

3. Defaulters to the department will not be allowed to bid at the sale.

4. The bomboos will be sold by number (*i. e.*, the bidders will have to bid at so much per 1,000 bamboos).

5. Power is reserved to the District Forest Officer or such other officer conducting the sale, as may be deputed by the District Forest Officer to accept or reject any bid without assigning any reason therefor.

6. Within a week from the date of intimation regarding the confirmation of the sale the person whose bid is accepted shall deposit a sum of Rs. 50 (fifty) or 25 per cent of the sale amount whichever is less for each block as security towards the due fulfilment of the contract. He shall also pay within that period the remaining 75 per cent of the contract amount due by him and shall execute an agreement on a stamped paper of proper value accepting the above terms and the terms specified below, failing which, the amount already paid will be forfeited to Government and the produce resold or worked by the department at his risk as noted in clause (2) *supra*. The security deposit or the balance thereof as may remain over shall be repayable to the contractor on his producing proof relieving him of any liability under the contract.

The following are the further conditions to which the contractor should bind himself:—

(*a*) That the bamboos shall be collected or stored outside the block at such place or places as may be fixed by the Range Officer concerned and allowed to be removed on check by him and after a permit to remove is issued. Removal without such permit will be an offence to be dealt with according to law.

(*b*) That the purchaser shall not cut bamboos outside the limits of the block to which the lease refers and not exploit immature clumps less than three years old.

(*c*) That the lessee will be personally responsible for the acts of his agents, servants, or coolies employed in the cutting, collection and removal of bamboos and for preventing the cutting of clumps under two years by himself, his agents, servants or coolies.

(*d*) That he shall not sublet the contract to anybody or appoint any agent to work for him except with the written sanction of the District Forest Officer.

(*e*) That he shall have no right whatsoever over the block and over the bamboos paid for but left unremoved in any of the blocks after the 30th June 19.....

(*f*) That he shall accept the minimum quantity fixed in the notification as available in the block concerned and shall have no claim on the department for any deficit that may be found. If he removes any quantity above the minimum fixed within the lease period he shall pay for the excess quantity at auction sale rates.

(*g*) That he shall abide by such orders as the District Forest Officer may issue regulating the transport of bamboos to and collection at their rafting station.

(*h*) That he shall abide by the rules of the department as regards the kindling of fires and shall hold himself responsible for any forest offences committed by his agents, employees or workmen.

(*i*) That he or his men shall not enter the forest after sunset and before sunrise.

(*j*) That he shall maintain a register in the form prescribed by the District Forest Officer showing the number of bamboos removed and shall keep it open for the examination of Forest Officers above the grade of guards.

(*k*) That he understands that the sale does not prohibit the issue of retail licenses at seigniorage rates or the exercise by the villagers of their rights in the forest.

(*l*) That for any breach of any of the conditions of the contract by the contractor or his agents, the contract shall be void at the option of the District Forest Officer and that the latter may after issuing to the contractor a notice of cancellation of contract enforce forfeiture of all or any part of the deposit and shall resell the right or work it departmentally at the risk of the contractor as in clause (2) *supra*. If the deposit or part thereof is so forfeited it shall be immediately made good by the contractor.

District Forest Officer.